

IN THE DISTRICT COURT OF OKLAHOMA  
STATE OF OKLAHOMA

IN DISTRICT COURT  
OKLAHOMA COUNTY

DEREK and JENNIFER ROUSE, individually, )  
and as parents of N [REDACTED] R [REDACTED], )  
W [REDACTED] R [REDACTED], and J [REDACTED] R [REDACTED], minors, )  
Plaintiffs, )

vs. )

BBC AF MANAGEMENT/DEVELOPMENT, )  
LLC., a foreign limited liability corporation, )  
Defendant. )

Case No.

OCT - 2 2020  
RICK WARREN  
COURT CLERK  
37

PETITION

CJ - 2020 - 4654

Plaintiffs, Derek and Jennifer Rouse, individually, and as parents of N [REDACTED] R [REDACTED],  
W [REDACTED] R [REDACTED] and J [REDACTED] R [REDACTED], minors, for their Petition against Defendant, BBC AF  
Management/Development, LLC (hereinafter "BBC") state:

1. Derek Rouse is active duty military and at all relevant times was stationed at Tinker Air Force base in Oklahoma City, Oklahoma. Jennifer Rouse is Plaintiff's wife, and N [REDACTED], W [REDACTED] and J [REDACTED] R [REDACTED] are their children.
2. BBC is a Delaware corporation, which manages privatized military housing on Tinker Air Force base, including the housing that Plaintiffs rent/rented.
3. From approximately 2015 to January 15, 2020, Plaintiffs lived on base in privatized military housing which was managed by Defendant.
4. Plaintiffs home was located at 7137A Mundell Street. Plaintiffs also briefly lived in other temporary homes on Tinker Air Force Base, at the insistence and direction of Defendant, and the allegations below also apply to said temporary homes.
5. The Plaintiffs signed a lease whereby Defendant served as the maintenance company for the residence. In other words, Defendant was Plaintiffs' landlord.

6. Plaintiffs' residence was uninhabitable and unsafe, due to water leaks, mold and other various poor and/or dangerous and/or filthy conditions.
7. Plaintiffs requested / complained / asked Defendant at various times to repair or remediate or abate leaks and/or mold and/or other hazardous living conditions, and Defendant either did not respond or did not respond effectively.
8. Defendant owed a duty to the Plaintiffs and breached that duty, thus proximately causing the damages set forth herein.
9. Defendant knew or should have known that its failure to properly repair or abate water leaks would lead to mold growth in Plaintiff's home, and such would cause damage to the Plaintiffs' personal property and cause adverse physical and mental health effects.
10. Defendant knew or should have known that its failure to properly remove, remediate and/or abate mold growth in Plaintiff's home, and such would cause damage to the Plaintiffs' personal property and cause adverse physical and mental health effects.
11. Defendant is negligent per se under 41 O.S. Section 118 for failing to make all repairs and do whatever necessary to keep the Plaintiffs residence in a fit and habitable condition and for failing to maintain in good and safe working order all plumbing, heating, ventilating and air conditioning appliances and facilities, and for failing to repair, remove, abate and/or remediate water leaks and mold.
12. Defendant's failure to repair, remove, abate and/or remediate water leaks and mold constitute a private nuisance that annoyed, injured, or endangered the comfort, repose, health and/or safety of Plaintiffs.

13. Defendant fraudulently misrepresented to Plaintiffs the existence of water leaks and mold in Plaintiffs' residence, and knowingly and intentionally withheld information regarding ongoing maintenance issues, and failed to disclose the true condition of Plaintiffs' residence, and Plaintiffs relied on Defendant's representation that the home was safe. As a direct result of this reliance, Plaintiffs sustained personal and property damages and injuries.
14. Defendant had a contract(s) with Plaintiffs (or with other parties by which Plaintiffs were third party beneficiaries) to maintain Plaintiffs' home in fit and habitable and safe conditions. By failing to disclose known hazards with the home, by failing to repair, remediate, eliminate, abate known water leaks and/or known mold and/or other known hazards to health and property, Defendant's breached this contract(s) and Plaintiffs thereby suffered damages to property and physical and emotional injuries and trauma.
15. Plaintiffs sustained loss and damage to personal properties, and Defendant is liable for the cost of repairs to these properties and/or fair market value.
16. Plaintiff Jennifer Rouse sustained and experienced health issues as a result of living in the subject residence, and may currently and in the future experience health issues as a result of living in the subject residence, and seeks to hold Defendant responsible for these health issues.
17. Plaintiff N [REDACTED] R [REDACTED] sustained and experienced health issues as a result of living in the subject residence, and may currently and in the future experience health issues as a result of living in the subject residence, and seeks to hold Defendant responsible for these health issues.

18. Plaintiff W [REDACTED] R [REDACTED] sustained and experienced health issues as a result of living in the subject residence, and may currently and in the future experience health issues as a result of living in the subject residence, and seeks to hold Defendant responsible for these health issues.

19. Plaintiff J [REDACTED] R [REDACTED] sustained and experienced health issues as a result of living in the subject residence, and may currently and in the future experience health issues as a result of living in the subject residence, and seeks to hold Defendant responsible for these health issues.

20. Plaintiff Derek Rouse sustained and experienced health issues as a result of living in the subject residence, and may currently and in the future experience health issues as a result of living in the subject residence, and seeks to hold Defendant responsible for these health issues.

WHEREFORE, Plaintiff prays for judgment against the Defendant in excess of Seventy-Five Thousand and no/100 Dollars (\$75,000.00), the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code, costs of this action, attorney fees and for such other and further relief as the Court deems just and proper.

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ATTORNEY FOR PLAINTIFF

ATTORNEY LIEN CLAIMED